

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355112

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WF Fund IV Limited Partnership		08/31/2015	LIMITED PARTNERSHIP:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xactly Corporation		
<b>Street Address:</b>	225 West Santa Clara Street		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3336124	XACTLY	
<b>Serial Number:</b>	85891201	COMP CLOUD	
<b>Serial Number:</b>	85912179	HIT QUOTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6504936811		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	650-461-6125		
<b>Email:</b>	q lu@wsgr.com		
<b>Correspondent Name:</b>	WSGR, c/o Qui Lu		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 2:</b>	FH2-1 P12		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	31919.030		
<b>NAME OF SUBMITTER:</b>	Qui Lu		
<b>SIGNATURE:</b>	/s/ Qui Lu		
<b>DATE SIGNED:</b>	09/15/2015		
<b>Total Attachments: 3</b>			
source=Termination and Release of IP Security Agreement - Xactly - signed by M. Usher - September 14			

CH \$90.00 3336124

2015#page1.tif

source=Termination and Release of IP Security Agreement - Xactly - signed by M. Usher - September 14

2015#page2.tif

source=Termination and Release of IP Security Agreement - Xactly - signed by M. Usher - September 14

2015#page3.tif

TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), dated as of August 31, 2015, is executed by WF FUND IV LIMITED PARTNERSHIP ("Lender"), in favor of XACTLY CORPORATION ("Debtor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of May 31, 2013 (the "Security Agreement"), executed by Debtor in favor of Lender, Debtor granted to Lender a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on June 3, 2013, at Reel/Frame 5039/0510 to evidence the security interest granted under the Security Agreement.

C. Lender agrees to terminate and release its security interest in the IP Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:

(a) Lender expressly terminates and releases all of Lender's right, title and interest in, to and under the following (collectively, the "IP Collateral"):

(i) all Trademarks and Trademark Licenses of the Debtor, including, without limitation, those set forth on Schedule 1 hereto;

(ii) all Patents and Patent Licenses of the Debtor; and

(iii) all income, royalties, proceeds and liabilities due or payable, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, except to the extent received by Lender prior to the date of this Termination in accordance with the terms of the Loan and Security Agreement.

(b) Lender represents and warrants that it has the full power and authority to execute this Termination.

(c) Lender authorizes and requests the Trademark Division of the United States Patent and Trademark Office to record this Termination.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Lender has executed and delivered this Termination as of the day and year first above written.

**WF FUND IV LIMITED PARTNERSHIP**



\_\_\_\_\_  
Name: Mark Usher  
Title: Partner

SCHEDULE 1  
TO  
TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT



Copyrights

None.

Patents

None.

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
Xactly	3336124 / 78593317	3/25/2005
 Comp Cloud	85891201	3/30/2013
 Hit Quota	85912179	4/23/2013